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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
COLORCON INC.

Plaintiff,

- against -

A.P. MOLLER – MAERSK A/S; BDP TRANSPORT
LLC and BNSF RAILWAY COMPANY

Defendants.
-----X

08 Civ.

COMPLAINT

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint, alleges upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. Jurisdiction and venue are predicated upon 28 U.S.C. § 1333, 28 U.S.C. § 1367 and the provisions contained in defendant Maersk's bill of lading.
3. Plaintiff, COLORCON INC., is a corporation with a place of business located at 3702 East 21st Street, Indianapolis, Indiana 46218 and is the cargo shipper and owner of a consignment of starch powder, as more fully described below.
4. Defendant, A.P. Moller – Maersk A/S (hereinafter "Maersk") is a corporation, or other type of business organization, with a place of business located at Giralda Farms, Madison

Avenue, Madison, New Jersey 07960, was and is doing business in this jurisdiction directly and/or through an agent, and at all times was acting in the capacity of a common carrier.

5. Defendant, BDP Transport, LLC (hereinafter “BDP”), is a corporation with a place of business located at 510 Walnut Street, Philadelphia, PA 19106, was and is doing business in this jurisdiction directly and/or through an agent, and at all times was acting in the capacity of a non-vessel owning common carrier (NVOCC).

6. Defendant, BNSF Railway Company (hereinafter “BNSF”), is a corporation with a place of business located at 2650 Lou Menk Drive, Fort Worth, Texas 76131-2830, was and is doing business in this jurisdiction directly and/or through an agent, and at all times acting in the capacity of a common carrier.

7. Plaintiff was the consignee, owner and/or assured of the consignment hereinbelow described and brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

8. In January 2007 plaintiff contracted with BDP to transport its consignment of Starch Powder from Indianapolis, Indiana to Singapore. BDP thereafter subcontracted the actual transportation of the consignment to defendant Maersk. Maersk subcontracted the inland transportation to Los Angeles, California to defendant BNSF.

9. On or about January 17, 2007 a consignment of 240 cartons Starch Powder, laden in container numbered TTNU 584284-3, then being in good order and condition, was delivered into the custody and control of defendants, in consideration of an agreed upon freight, pursuant to BDP bill of lading number FA7B200031 dated February 12, 2007 and pursuant to Maersk Dock Receipt no. 512031816 dated January 17, 2007.

10. On or about February 20, 2007, while said container was enroute from Indianapolis to Los Angeles and in while in the custody and control of BNSF and /or its authorized agents, the train derailed.

11. The train derailment resulted in physical damage to the consignment of Starch Powder, rendering it unfit for human consumption and unmarketable and therefore a constructive total loss.

12. The consignment was destroyed in August 2007.

13. The damage to the consignment of Starch Powder was the result of the negligence, breach of contract and lack of care by defendants and / or their agents, without any negligence on the part of the shipper.

14. By reason of the foregoing, Plaintiff has been damaged in the amount of \$29,000.00, no part of which has been paid, although duly demanded.

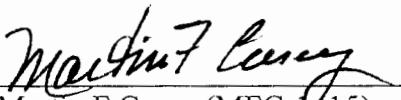
WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action; and

Dated: New York, New York
January 14, 2008
115-895

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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